

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE**

**RICHARD COLE, BRADFORD COLE,
CARY JUSTICE, MICHAEL MASSEY,
and DON WEGENER,**

**Plaintiffs, on behalf of themselves
and all others similarly situated,**

v.

**AMERICAN SPECIALTY HEALTH
NETWORK, INC.; AMERICAN
SPECIALTY HEALTH, INC.; CIGNA
CORPORATION, INC.,; JOHN DOES A,
B, & C; and JANE DOES A, B, & C,**

Defendants.

Case No: 3:17-cv-0013

**Judge Waverly D. Crenshaw
Magistrate Judge Jeffery S. Frensey**

**CIGNA CORPORATION’S MOTION FOR
LEAVE TO FILE DOCUMENTS UNDER SEAL**

Defendant Cigna Corporation¹ (“Cigna”) moves this Court for leave to file under seal its Memorandum in Support of Motion to Dismiss and four supporting exhibits, pursuant to Federal Rule of Civil Procedure 5.2(d) and M.D. Tenn. Administrative Order No. 167, Section 5.07. In support of this motion, Cigna states as follows:

1. Four exhibits in support of Cigna’s Memorandum in Support of Motion to Dismiss consist of individual provider agreements between Cigna HealthCare of Tennessee, Inc. (“Cigna Tennessee”) and Plaintiffs Drs. Bradford J. Cole, Cary Justice, Michael Masey, and Don Wegener. These agreements obligate parties to maintain the terms of those agreements confidential. (*See, e.g.*, Dec. 1, 20015 Health Practitioner Managed Care Agreement Between

¹ Following the Complaint’s terminology, “Cigna” refers to Cigna Corporation—a holding company that is not engaged in the business of insuring or providing administrative services to healthcare benefits plans, and has been misnamed as a party.

Cigna Tennessee and Dr. Cary T. Justice § III.F.1 (“Each party shall hold . . . confidential and proprietary information, including the terms and conditions of this Agreement, and shall not use or disclose such information, either by publication or otherwise, to any person without the prior written consent of the other party except as may be required by law and except as may be required to fulfill the rights and obligations set forth in this Agreement.”); Aug. 4, 2004 Health Practitioner Managed Care Agreement Between Cigna Tennessee and Dr. Donald G. Wegener § III.F.1 (same).)

2. Cigna’s Memorandum in Support of Motion to Dismiss contains excerpts from these confidential provider agreements between Cigna Tennessee and Plaintiffs.

3. Cigna thus requests leave to file under seal the four provider agreements as well as its Memorandum in Support of Motion to Dismiss. Cigna is also filing a redacted public version of its Memorandum in Support of Motion to Dismiss, which redacts the confidential information excerpted from the provider agreements between Cigna Tennessee and Plaintiffs.

WHEREFORE, Cigna respectfully requests that the Court grant this motion, and allow Cigna to file under seal its Memorandum in Support of Motion to Dismiss and the four provider agreements between Cigna Tennessee and Plaintiffs.

DATED: March 24, 2017

Respectfully submitted,

/s/ T. Harold Pinkley

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Counsel for Defendant Cigna Corporation

CERTIFICATE OF SERVICE

I, T. Harold Pinkley, certify under penalty of perjury that on this 24th day of March 2017, I caused a true and correct copy of Cigna Corporation, Inc.'s Motion to for Leave to File Documents Under Seal to be served upon all counsel of record via this Court's electronic filing system.

/s/ T. Harold Pinkley

T. Harold Pinkley

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